

Staff  
Summary  
Report



To: Mayor & City Council  
Through: City Manager

Agenda Item Number: 33  
Meeting Date: 3/22/01

**SUBJECT:** INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR RAIL PROJECT STUDIES

**PREPARED BY:** MARY O'CONNOR, TRANSIT ADMINISTRATOR (350-8819)

**REVIEWED BY:** GLENN KEPHART, DEPUTY PUBLIC WORKS MANAGER (350-8205)

**BRIEF:** Authorize the Mayor to sign an intergovernmental agreement amendment with the RPTA for rail project studies.

**COMMENTS:** **PUBLIC TRANSIT (1106)** Authorize the Mayor to sign an intergovernmental agreement amendment with the RPTA for rail project studies.

**Document Name:** (20010322pwmoc01) **Supporting Documents:** Yes

**SUMMARY:** In fall 1998, the Mayor and Council approved a five year intergovernmental agreement with the RPTA for preliminary engineering, environmental impact statement, and related services. The original contract amount is not to exceed \$1,000,000.

For FY 00-01, the Tempe/RPTA intergovernmental agreement amendment requests payment of \$2,014,667 for continuation of these services. The City will be reimbursed \$1,272,807 in federal transportation grants, for a net total cost for these services of \$1,741,860. This cost represents Tempe's pro-rata share of project expenses of 28.7%. Similar amendments have been approved by the cities of Phoenix and Mesa. This amendment shall conclude June 30, 2001 or upon completion of preliminary engineering.

**FISCAL NOTE:** Costs for the rail project have been budgeted in the six year transit capital improvement program budget, including FY 2000-01.

**RECOMMENDATION:** That the City Council authorize the Mayor to sign an intergovernmental agreement amendment with the RPTA for rail project studies.

Approved by:

Howard C. Hargis  
Public Works Manager

**AMENDMENT NO. 1**  
**TO**  
**AGREEMENT NO. C98-214**

THIS AMENDMENT NO. 1 to Agreement No. C98-214 is made and entered to this \_\_\_\_\_ day of March, 2001 by and between the Regional Public Transportation Authority, a public agency duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "RPTA") and the City of Tempe, a municipal corporation duly organized and existing under the laws of the State of Arizona (hereinafter referred to as "TEMPE").

WHEREAS, on or about September 1, 1998, the parties did enter into Agreement No. C98-214 (hereinafter sometimes referred to as the "Principal Agreement") for the providing of preliminary engineering, construction design specifications, and environmental impact statement and analyses; and,

WHEREAS, the parties wish to amend the provisions of the Principal Agreement to increase CITY's contribution by an additional TWO MILLION FOURTEEN THOUSAND SIX HUNDRED SIXTY SEVEN (\$2,014,667) DOLLARS for the purpose of funding completion of the preliminary engineering and environmental impact statement and analyses required hereunder; NOW, THEREFORE,

IT IS HEREBY AGREED, by and between the parties, as follows:

**SECTION 1.** That Section 4 of the Principal Agreement (pertaining to City Responsibilities) be, and the same is hereby, amended to read, in its entirety, as follows:

**SECTION 4. City Responsibilities.** CITY shall pay RPTA in accordance with Exhibits "B" for its prorata share of services provided hereunder.

A. The pro rata share of the cities of Phoenix, Tempe and Mesa (hereinafter sometimes referred to as the "Participating Cities") for the work required under the Principal Agreement, but not including the expanded scope of work contemplated by this Amendment, is:

Phoenix	53.6%
Tempe	35.7%
Mesa	10.7%

B. The pro rata share of the cities of the Participating Cities, for the expanded scope of work contemplated by this Amendment and the Principal Agreement is:

Phoenix	53.2%
Tempe	28.7%
Mesa	18.1%

C. CITY payments to the RPTA for the additional sum of \$2,014,667 contemplated in Paragraph "B," above, shall be made within 30 days of invoice on the following schedule:

50% (\$1,007,334) after the execution of this amendment.

30% (\$604,400) when preliminary engineering work under the Consultant Agreements is approximately 70 % complete;

20% (\$402,933) when the preliminary engineering report is finalized.

D. Without further action being taken by CITY's City Council, CITY's total contribution under this Agreement (under paragraphs "A", "B", and "C", above) is limited to \$3,014,667. It is further understood that payment of any and all sums hereunder requires Council action in the form of an authorizing ordinance.

E. The payment schedule set forth in Paragraphs "A," "B," and "C," above, does not assume FTA grant availability in a manner timely to reimburse Consultant(s) expenses necessary to complete the work required hereunder. It is expected that CITY shall be reimbursed \$1,272,807 from RPTA in federal Congestion Mitigation Air Quality Improvement Program funds once such funds are made available to the RPTA. Should FTA or other grant funding be delayed or denied, or should cash deposits from CITY, other participating municipalities and FTA be inadequate to pay the Consultant(s) under the terms of the Consulting Agreement(s), CITY shall (notwithstanding the schedule set forth above) pay RPTA, within 30 days after receipt of invoice, its prorata share of all costs required to pay Consultant(s) under the terms of the Consulting Agreement(s) and otherwise proceed as contemplated by this Agreement until RPTA receives federal grant reimbursements to pay the Consultant(s). This would entail RPTA invoicing CITY monthly for actual Consultant(s) billings. Any obligations payable to the Consultant(s) under the Consultant Agreement(s), shall be payable by the CITY, based on the CITY's prorata share of such obligations provided, however, that CITY's prorata share shall not exceed the sum of \$3,014,667.

F. In the event any Consulting Agreement is terminated or postponed and obligations payable to the Consultant incurred, then (notwithstanding any other provisions hereof) RPTA, the CITY and the other

Participating Cities shall promptly meet to negotiate the sharing of the cost to pay such obligations.

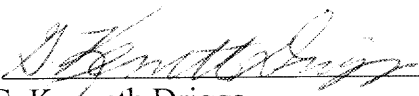
**SECTION 2.** That Exhibit “B” to the Principal Agreement be, and the same is hereby, amended by substituting Exhibit “B,” attached hereto and by this reference incorporated herein, for the Exhibit “B” to the Principal Agreement. It is intended by the parties that the original Exhibit “B” (as contained in the Principal Agreement) apply to Paragraph A of the amended Section 4, (as set forth above in Section 1 of this Amendment), and that the amended Exhibit “B” apply to the additional scope of work and payments contemplated in Paragraphs B and C of the Amended Section 4, (as set forth above in Section 1 of this Amendment).

**SECTION 3.** That all of the rest, residue and remainder of the Principal Agreement not hereinbefore specifically amended shall remain in full force and effect.


**SECTION 4.** That the amendments set forth herein shall be effective on and after November 1, 2000 and shall conclude June 30, 2001 or at the end of preliminary engineering, which ever is later.

IN WITNESS WHEREOF the parties have executed this Amendment No. 1 to  
Agreement No. C98-214 on the day and year first above written.


By: \_\_\_\_\_  
Neal Guiliano  
Mayor

By: \_\_\_\_\_  
G. Kenneth Driggs  
Executive Director

ATTEST: \_\_\_\_\_  
Tempe City Clerk

ATTEST: \_\_\_\_\_  
Bryan Jungwirth, Director of  
Planning and Partnerships

\_\_\_\_\_  
APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
APPROVED AS TO FORM:  
Regional Public Transportation Authority

## **EXHIBIT B**

### **ESTIMATED COST OF SERVICES AND ALLOCATION OF COSTS**

The following estimated cost of services and allocation of costs shall be in effect during the term of this Agreement. CITY shall pay RPTA in accordance with the provisions of Section 4 of this Agreement. RPTA acknowledges and agrees that funding from CITY under the terms of this Agreement shall be used for no purpose other than the work describe in the Scope of Work Section of this Agreement. All sums paid by CITY to RPTA under this Agreement shall be segregated in the accounting records of RPTA.

### **ESTIMATED COST OF SERVICE**

Commencement of services shall be provided pursuant to the terms of the Consultant Agreements.

The parties recognize that the Light Rail Transit (LRT) work scope is part of a larger effort that involves the cities of Tempe, Mesa and Phoenix. Listed below is the total estimated contract cost of RPTA contracts for Consultant services under this Agreement.

### **EXPECTED CONSULTANT COSTS (for PE/FEIS contract term only)**

Program Management Consultant	\$ 6,313,986
General Engineering Consultant	\$18,649,321
RPTA Expenses*	\$ 1,504,566
Contingency	\$ 1,402,331

\*includes Maricopa Association of Governments transportation modeling fees; office furnishings, equipment and rent; and public involvement, printing, supplies, phones, postage, and other expenses.

## **ALLOCATION OF COSTS**

### **ESTIMATED LOCAL LRT PROJECT PARTICIPATION\*\***

Phoenix	\$3,231,007
Tempe	\$1,741,860
Mesa	\$1,100,000

RPTA shall apply for and account for federal and state grant reimbursements. Funds supplied by CITY under this CONTRACT are estimated to pay for 6.2 percent of the total project costs. Federal grant reimbursements and other Participating Cities are estimated to pay for the remainder. RPTA does not guarantee the timeliness or availability of federal or other financial assistance related to this project.

### **PRO RATA SHARE**

Phoenix	53.2%
Tempe	28.7%
Mesa	18.1%

**\*\*includes Project Management Consultant (PMC) , General Engineering Consultant (GEC) and RPTA expenses. A minimum of a 50% FTA match is assumed in addition to the local participation.**